

# **Iowa Treasurer of State**

Request for Proposal

for

Treasurer's Lease Purchase Program

November 2012

## TABLE OF CONTENTS

<b>Section 1</b>	<b>Introduction</b>
1.1	Purpose
1.2	Definitions
1.3	Background Information
<b>Section 2</b>	<b>Administrative Information</b>
2.1	Inquiries
2.2	Iowa Statutes and Rules
2.3	Procurement Timetable
2.4	Questions, Requests for Clarification, and Suggested Changes
2.5	Amendment to the RFP and Proposal and Withdrawal of Proposal
2.6	Submission of Proposals
2.7	Proposal Opening
2.8	Costs of Preparing the Proposal
2.9	Rejection of Proposals
2.10	Disqualification
2.11	Nonmaterial and Material Variances
2.12	Reference Checks
2.13	Information from Other Sources
2.14	Verification of Proposal Contents
2.15	Criminal History and Background Investigation
2.16	Proposal Clarification Process
2.17	Disposition of Proposals
2.18	Public Records and Requests for Confidential Treatment
2.19	Copyrights
2.20	Release of Claims
2.21	Evaluation of Proposals Submitted
2.22	Award Notice and Acceptance Period
2.23	Definition of Contract
2.24	Choice of Law and Forum
2.25	Restrictions on Gifts and Activities
2.26	No Minimum Guaranteed
2.27	Agreement Not Exclusive
2.28	Attachments and Appendices are Part of RFP
<b>Section 3</b>	<b>Questions</b>
3.1	Personal Property and Equipment
3.2	Real Property
3.3	Energy Conservation Improvements
<b>Section 4</b>	<b>Format and Content of Proposals &amp; Evaluation of Proposals</b>
4.1	Instructions
4.2	Proposal
4.2.1	Cover Page
4.2.2	Transmittal Letter
4.2.3	Table of Contents

	4.2.4	Executive Summary
	4.2.5	Answers to Questions
	4.2.6	Background Information
	4.2.7	Experience
	4.2.8	Personnel
	4.2.9	Terminations, Litigation, Debarment
	4.2.10	Proposal Certification
	4.2.11	Certification of Independence and No Conflict of Interest
	4.2.12	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
	4.2.13	Authorization to Release Information
4.3	Evaluation	
	4.3.1	Introduction
	4.3.2	Evaluation Process
<b>Section 5</b>	<b>Contract Terms and Conditions</b>	
	5.1	Contract Terms and Conditions
	5.2	Duration
<b>Attachments</b>		
	A	Cover Page
	B	Proposal Certification
	C	Certification of Independence and No Conflict of Interest
	D	Certification Regarding Debarment, Suspension, and Eligibility, and Voluntary Exclusion
	E	Authorization to Release Information
<b>Appendix</b>		
	A	Master Lease Purchase Agreement

## **INTRODUCTION**

### **1.1 Purpose**

This request for proposal (“RFP”) seeks proposals from qualified financial institutions or organizations (hereinafter referred to as vendors) to provide lease purchase financing for State Agencies as such need may arise. Lease purchase financing may be used by the Treasurer on behalf of State Agencies to finance the acquisition of: 1) personal property and equipment, 2) real property, and 3) energy conservation improvements. Vendors may submit proposals to provide lease purchase financing with respect to any or all of the three categories listed above. The Treasurer may select one or more vendors to provide lease purchase financing.

### **1.2 Definitions**

For the purposes of this RFP, the following words shall have the following meanings:

- A. “Agreement” shall mean the Master Lease Purchase Agreement (attached as Appendix A).
- B. “State” shall mean the State of Iowa
- C. “State Agencies” shall have the meaning set forth in Iowa Code Section 12.28(1)(b).
- D. “Treasurer” shall mean Treasurer of the State of Iowa

### **1.3 Background Information**

Iowa Code Section 12.28 provides the Treasurer with authority to enter into financing agreements on behalf of State Agencies. The Treasurer may enter into financing agreements, including master lease purchase agreements, for the purpose of funding State Agency requests for the financing of real or personal property, wherever located within the state, including equipment, buildings, facilities, and structures, or additions or improvements to existing buildings, facilities, and structures. See Iowa Code Section 12.28 for more information.

Since 2002, the Treasurer has used lease purchase agreements to finance over \$7.5 million lease purchases that have included personal property and equipment, as well as energy conservation improvements. In the past, the Treasurer has had inquiries from State Agencies regarding the possibility of financing real property acquisitions through lease purchase transactions. Therefore, it has been included within this lease purchase RFP.

## ADMINISTRATIVE INFORMATION

### 2.1 Inquiries

All inquiries concerning this RFP shall be submitted by November 9th, in accordance with Section 2.4, in writing and only to the RFP Coordinator:

Jina Bresson, RFP Coordinator  
Iowa Treasurer of State  
State Capitol Building  
Room 114  
Des Moines, Iowa 50319  
Phone: 515-281-8478 Fax: 515-281-7562  
E-mail: [jina.bresson@iowa.gov](mailto:jina.bresson@iowa.gov)

The Treasurer assumes no responsibility for verbal representations concerning conditions made by its officers or employees at any time, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing by the RFP Coordinator. Any information provided by the vendor verbally shall not be considered part of the vendor's proposal. Only written communications from the vendor and received by the RFP Coordinator will be accepted.

From the issue date of the RFP until announcement of the successful vendor(s), vendors may contact only the RFP Coordinator with regard to the RFP. The RFP Coordinator will respond only to questions regarding the procurement process and interpretation of the RFP. Questions related to the procurement process and interpretation of the RFP must be submitted in writing to the RFP Coordinator by 4:30 p.m. local Iowa time on **November 9, 2012**. Verbal questions related to the interpretation of this RFP will not be accepted. **Vendors may be disqualified if they contact any state employee other than the RFP Coordinator.**

### 2.2 Iowa Statutes and Rules

The term and conditions of this RFP, any resulting contract, and any activities based upon this RFP shall be governed by and construed in accordance with the laws of Iowa.

### 2.3 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Treasurer reserves the right to change the dates.

Issue RFP	<b>November 2, 2012</b>
Questions Due	<b>November 9, 2012</b>

Response to Questions Issued	<b>November 16, 2012</b>
Closing Date for Receipt of Proposals and Amendments to Proposals	<b>November 30, 2012</b>
Announce Successful Vendor(s)	<b>January 4, 2013</b>

## 2.4 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing, by mail, fax, or email, and received by the RFP Coordinator before 4:30 p.m., local Iowa time, **November 9, 2012**. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be released on or before **November 16, 2012**, to vendors. The Treasurer's written responses will be considered part of the RFP, and may be adopted as an amendment to the RFP.

## 2.5 Amendment to the RFP and Proposal and Withdrawal of Proposal

The Treasurer reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of proposals, the Treasurer may, in its sole discretion, allow vendors to amend their proposals in response to the Treasurer's amendment.

The vendor may amend its proposal. The amendment must be in writing, signed by the vendor and received by the time set for the receipt of proposals.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the RFP Coordinator in writing if they wish to withdraw their proposals. Modifications to and resubmissions of any proposal must be in writing, signed by the vendor, and submitted by the vendor so that it is received by the RFP Coordinator no later than the deadline set for the receipt for proposals. Electronic mail or fax modification will not be accepted.

## 2.6 Submission of Proposals

Each vendor must submit its proposal so that the RFP Coordinator receives the proposal before **3:00 p.m.** local Iowa time, **November 30, 2012**. **This is a mandatory requirement and will not be waived. Any proposal received by the RFP Coordinator after this deadline will be rejected and returned unopened to the vendor.** Vendors mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the vendor's responsibility to ensure that the proposal is received by the

RFP Coordinator prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal. Electronic mail and faxed proposals will not be accepted. Vendors must furnish all information necessary to evaluate the proposal. Proposals that fail to meet the mandatory requirements of the RFP will be disqualified.

## **2.7 Proposal Opening**

The Treasurer will open proposals at **3:00 p.m.**, local Iowa time, **November 30, 2012**. The proposals will remain confidential until the evaluation committee has reviewed all of the proposals submitted in response to this RFP and the Treasurer has announced a notice of intent to award a contract.

## **2.8 Costs of Preparing the Proposal**

The costs of preparation and delivery of the proposal are solely the responsibility of the vendor.

## **2.9 Rejection of Proposals**

The Treasurer reserves the right to reject any or all proposals or any portion thereof without penalty at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Treasurer to award a contract or to execute a binding contract with any vendor that may be selected as a result of this RFP. The Treasurer further reserves the right to cancel this RFP, to issue a new RFP, to award a contract in whole or in part, or to perform any or all of the services described in this RFP if it is in the best interests of the State. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal. This RFP process is for the Treasurer's benefit and is intended to provide the Treasurer with competitive information to assist in the selection of one or more vendors to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal.

## **2.10 Disqualification**

The Treasurer may reject outright and not evaluate proposals for any one of the following reasons:

- 2.10.1** The vendor fails to deliver the proposal by the due date and time.
- 2.10.2** The vendor's response materially changes a requirement, term, condition, or specification of this RFP or any attachment thereto.
- 2.10.3** The vendor's response limits the rights of the Treasurer or the State.
- 2.10.4** The vendor fails to include information necessary to substantiate that it will be able to meet a requirement of this RFP.
- 2.10.5** The vendor fails to respond to the Treasurer's request for information, documents, or references.
- 2.10.6** The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.

- 2.10.7** The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- 2.10.8** The vendor contacts any state employee other than the RFP Coordinator in violation of Section 2.1.
- 2.10.9** The vendor provides misleading or inaccurate responses.

## **2.11 Nonmaterial and Material Variances**

The Treasurer reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the Treasurer, it is in the State's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Treasurer waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Treasurer.

## **2.12 Reference Checks**

The Treasurer reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the proposal.

## **2.13 Information from Other Sources**

The Treasurer reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability, financial strength and performance under other contracts.

## **2.14 Verification of Proposal Contents**

The content of a proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses may result in disqualification.

## **2.15 Criminal History and Background Investigation**

The Treasurer reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, subcontractors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

## **2.16 Proposal Clarification Process**

The Treasurer reserves the right to contact a vendor after the submission of proposals for the purpose of clarifying a proposal to ensure mutual understanding. The Treasurer will not consider information received if the information materially alters the content of



the proposal or alters the type of goods and services the vendor is offering to the State. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted within the time specified in the Treasurer's request. Failure to comply with requests for additional information may result in rejection of the proposal as non-compliant.

#### **2.17 Disposition of Proposals**

All proposals become the property of the Treasurer and shall not be returned to the vendor unless all proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Treasurer for return of the proposals submitted. In the event the Treasurer does not receive shipping instruments, the Treasurer will destroy the proposals. Otherwise, at the conclusion of the selection process, the contents of all proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

#### **2.18 Public Records and Requests for Confidential Treatment**

The Treasurer shall treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the proposal. The Treasurer's release of information is governed by Iowa Code Chapter 22. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The Treasurer will copy, disclose and permit examination of public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Treasurer concerning the confidential status of the materials.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The Treasurer will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Treasurer receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the Treasurer as a waiver of any right to confidentiality, which the vendor may have had.

#### **2.19 Copyrights**

By submitting a proposal, the vendor agrees that the Treasurer may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The vendor consents to such copying and use by submitting a proposal and warrants that such copying and use will not violate the rights of any third party. The Treasurer shall have the right to use ideas or adaptations of ideas that are presented in the proposals.

#### **2.20 Release of Claims**

By submitting a proposal, the vendor agrees that it will not bring any claim or cause of action against the State based on any misunderstanding concerning the information provided herein or concerning the Treasurer's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

#### **2.21 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 4 of the RFP. The Treasurer will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the State. Instead, the Treasurer will award the contract to the compliant vendor whose proposal provides the State with the best value.

#### **2.22 Award Notice and Acceptance Period**

Notice of intent to award the contract will be sent by mail to all vendors submitting a timely proposal. Negotiation and execution of the contract shall be completed no later than **January 29, 2013**, unless the Treasurer gives written notice to extend the deadline. If the apparent successful vendor fails to negotiate and deliver an executed contract by **January 29, 2013**, the Treasurer may cancel the award and/or award the contract to another compliant vendor.

### **2.23 Definition of Contract**

The full execution of a separate written contract shall constitute the making of a contract for services, and no vendor shall acquire any legal or equitable rights relative to the goods or services to be provided in connection with this RFP until a separate written contract, with terms and conditions acceptable to the Treasurer, has been fully executed by the Treasurer and the successful vendor. By submitting a proposal, each vendor acknowledges that any award of a contract or selection of a successful vendor by the Treasurer under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of the Treasurer, shall not create any contractual rights or other obligations between the State and the successful vendor until a separate, written contract with terms and conditions acceptable to the Treasurer has been executed by the Treasurer and the successful vendor.

### **2.24 Choice of Law and Forum**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this RFP and any resulting contract without regard to the choice of law provisions of Iowa law. Changes in applicable laws and rules may affect the award process or any resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP or any resulting contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the State.

### **2.25 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state officers and employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

### **2.26 No Minimum Guaranteed**

The Treasurer anticipates that the selected vendor, if any, will provide lease purchase financing as requested by the Treasurer. The Treasurer will not guarantee any minimum compensation to be paid to the vendor, any minimum amount of financing to be provided, or any minimum usage of the vendor's services. In addition, the Treasurer makes no guarantee that it will select a vendor as a result of this RFP, or award or execute a contract.

**2.27 Agreement Not Exclusive**

Any agreement resulting from this RFP shall not be an exclusive agreement between the parties, and the State/Treasurer is entitled to enter into similar agreements or arrangements with any other party.

**2.28 Attachments and Appendices are Part of RFP**

Any attachment, appendix, schedule, table or exhibit that is referred to herein or attached hereto shall be deemed incorporated herein by reference and shall constitute a part of this RFP.

## QUESTIONS

Please answer the following questions for each of the areas that you are submitting proposals:

### **3.1 Personal Property and Equipment**

- 3.1.1** Provide the basis points that you propose to insert in Section 3.3 of Appendix A. If you use a different index than the AAA MMD Index, please indicate the index that you use and provide the basis points that you would add for each of the following terms: 24 months, 36 months, 48 months, 60 months, 72 months, 84 months, 96 months, 108 months, 120 months, 144 months, 180 months, and 240 months.
- 3.1.2** Disclose and describe any other fees, charges, or additional costs that the vendor would charge. Include any prepayment costs that the vendor would charge.
- 3.1.3** For lease purchases that require an escrow, what type of arrangement will be used? Does the vendor serve as the escrow agent, or is an external escrow agent used? How is the escrow agent compensated?
- 3.1.4** Are there any services that may be required in the Agreement which the vendor proposes to offer at no additional charge?
- 3.1.5** Will the vendor be able to provide a quarterly report to the Treasurer listing all outstanding lease purchases?
- 3.1.6** Does the vendor intend to hold any lease purchase obligations issued under the Agreement as an investment for the vendor or does it intend to sell the obligations to investors?
- 3.1.7** Provide the amount of unrestricted capital the vendor reported in its last audited financial statement.
- 3.1.8** Would you view it as the vendor's responsibility to ensure that the IRS 8038 form, any UCC filing statements, and any necessary forms are filed properly and on time? Would you view it as your responsibility to provide these forms for the State to sign or file?
- 3.1.9** What is the largest transaction that the vendor could handle under the Master Lease Purchase Agreement included in Appendix A of this RFP? What is the minimum timeline that the vendor would need to complete a lease purchase under the Master Lease Purchase Agreement?
- 3.1.10** What conditions, if any, would the vendor require before agreeing to finance equipment under the Agreement? List all requirements the Treasurer or state agency must do to receive funding. Describe, in detail, any and all conditions or minimum requirements that would apply to the equipment being financed.

## **3.2 Real Property**

- 3.2.1** Provide the minimum and maximum terms that the vendor would provide for real property lease purchases. What index would the vendor use as a basis for fees and what additional basis points would be charged for each of the terms offered by the vendor?
- 3.2.2** Disclose and describe any other fees, charges, or additional costs that the vendor would charge. Include any prepayment costs that the vendor would charge.
- 3.2.3** For lease purchases that require an escrow, what type of arrangement will be used? Does the vendor serve as the escrow agent, or is an external escrow agent used? How is the escrow agent compensated?
- 3.2.4** Are there any services which the vendor proposes to offer at no additional charge?
- 3.2.5** Will the vendor be able to provide a quarterly report to the Treasurer listing all outstanding lease purchases?
- 3.2.6** Does the vendor intend to hold any lease purchase obligations issued for the State as an investment for the vendor or does it intend to sell the obligations to investors?
- 3.2.7** Provide the amount of unrestricted capital the vendor reported in its last audited financial statement.
- 3.2.8** Would you view it as the vendor's responsibility to ensure that the IRS 8038 form, any UCC filing statements, and any necessary forms are filed properly and on time? Would you view it as your responsibility to provide these forms for the State to sign or file?
- 3.2.9** What is the largest transaction that the vendor could finance for real property? What is the minimum timeline that the vendor would need to complete a real property lease purchase?
- 3.2.10** What conditions, if any, would the vendor require before agreeing to finance real property under a lease purchase agreement? List all requirements the Treasurer or state agency must do to receive funding. Describe, in detail, any and all conditions or minimum requirements that would apply to the real property being financed.

### **3.3 Energy Conservation Improvements**

- 3.3.1** Provide the basis points that you propose to insert in Section 3.3 of Appendix A. If you use a different index than the AAA MMD Index, please indicate the index that you use and provide the basis points that you would add for each of the following terms: 24 months, 36 months, 48 months, 60 months, 72 months, 84 months, 96 months, 108 months, 120 months, 144 months, 180 months, and 240 months.
- 3.3.2** Disclose and describe any other fees, charges, or additional costs that the vendor would charge. Include any prepayment costs that the vendor would charge.
- 3.3.3** For lease purchases that require an escrow, what type of arrangement will be used? Does the vendor serve as the escrow agent, or is an external escrow agent used? How is the escrow agent compensated?
- 3.3.4** Are there any services that may be required in the Agreement which the vendor proposes to offer at no additional charge?
- 3.3.5** Will the vendor be able to provide a quarterly report to the Treasurer listing all outstanding lease purchases?
- 3.3.6** Does the vendor intend to hold any lease purchase obligations issued for the State as an investment for the vendor or does it intend to sell the obligations to investors?
- 3.3.7** Provide the amount of unrestricted capital the vendor reported in its last audited financial statement.
- 3.3.8** Would you view it as the vendor's responsibility to ensure that the IRS 8038 form, any UCC filing statements, and any necessary forms are filed properly and on time? Would you view it as your responsibility to provide these forms for the State to sign or file?
- 3.3.9** What is the largest transaction that the vendor could finance for energy conservation improvements? What is the minimum timeline that the vendor would need to complete an energy conservation lease purchase?
- 3.3.10** What conditions, if any, would the vendor require before agreeing to finance energy conservation improvements under the Agreement? List all requirements the Treasurer or state agency must do to receive funding. Describe, in detail, any and all conditions or minimum requirements that would apply to the energy conservation improvements being financed.

## **FORMAT AND CONTENT OF PROPOSALS AND EVALUATION OF PROPOSALS**

### **4.1 Instructions**

**4.1.1** The proposal shall include all of the documents and information and meet all of the requirements described in Section 4.2. Failure to adhere to these requirements will cause rejection of the vendor's proposal. Vendors are cautioned that the forms provided as attachments herein are to be used directly. If additional copies are needed, it is permissible to copy the forms.

**4.1.2** The proposal shall be on 8.5" x 11" paper (one side only) and be sequentially numbered, beginning with the cover page and include appendices, addendums, and other attachments. Margins shall be no less than 1" on all sides.

**4.1.3** The proposal shall be sealed in an envelope. The original proposal shall be clearly labeled "Official Proposal" and all copies shall bear a "Copy" label, e.g., "Copy 1," "Copy 2." The envelopes shall be labeled with the following information:

**Treasurer's Lease Purchase Program  
Iowa Treasurer of State  
Attention: Jina Bresson, RFP Coordinator  
State Capitol Building, Room 114  
1007 E. Grand Ave.  
Des Moines, IA 50319-0105**

**4.1.4** One (1) original and two (2) copies of the proposal, each in a sealed envelope, shall be timely submitted to the RFP Coordinator. In addition, an electronic pdf copy shall be provided.

**4.1.5** If the vendor designates any information in its proposal as confidential pursuant to Section 2.18 of this RFP, the vendor must also submit one (1) copy of the proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

**4.1.6** Proposals shall not contain promotional or display materials.

**4.1.7** Attachments shall be referenced in the proposal.

**4.1.8** If a vendor proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

### **4.2 Proposal**

The following documents and responses shall be included in the proposal in the order given below:



#### **4.2.1 Cover Page**

The vendor will complete and submit with the proposal the Cover Page included as Attachment A.

#### **4.2.2 Transmittal Letter**

**4.2.2.1** An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Treasurer about the confidential nature of the information.

**4.2.2.2** The vendor shall specifically state in the transmittal letter that the vendor agrees with and accepts all terms and conditions stated in the RFP, including the terms and conditions contained in Appendix A, without change except as otherwise expressly stated in its proposal. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP or attachment page, and section. Objections or responses that materially alter the RFP may, in the Treasurer's sole determination, be deemed non-responsive and the Treasurer may disqualify the vendor. See Section 5.1 for additional information and requirements regarding contract terms and conditions.

**4.2.2.3** The vendor shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of one hundred twenty (120) days following the deadline for submitting proposals.

#### **4.2.3 Table of Contents**

The vendor shall include a table of contents of its proposal.

#### **4.2.4 Executive Summary**

The vendor shall prepare an executive summary and overview of the services it is offering, including all of the following information:

**4.2.4.1** An overview of the vendor's plans for completing the scope of work.

**4.2.4.2** A demonstration of the vendor's knowledge of the subject matter and goals of this RFP.

#### **4.2.5 Answers to Questions**

The vendor shall address each question in Section 3 of the RFP with respect to each area for which it is submitting a proposal:

**3.1** Personal Property and Equipment

**3.2** Real Property

**3.3** Energy Conservation Improvements

#### **4.2.6 Background Information**

The vendor shall provide the following general background information:

**4.2.6.1** Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.

- 4.2.6.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 4.2.6.3** State of incorporation, state of formation, or state of organization.
- 4.2.6.4** Identity and specific location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
- 4.2.6.5** Local office address and phone number (if any).
- 4.2.6.6** Number of employees.
- 4.2.6.7** Type of business.
- 4.2.6.8** Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
- 4.2.6.9** The successful vendor will be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration to do business in Iowa and the name of the vendor's registered agent.

#### **4.2.7 Experience**

The vendor must provide the following information regarding its experience:

- 4.2.7.1** Number of years in business.
- 4.2.7.2** Number of years experience with providing the types of services sought by the RFP.
- 4.2.7.3** Describe the level of experience in providing the types of services sought by the RFP.
- 4.2.7.4** References from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.
- 4.2.7.5** Describe the vendor's ability to successfully implement the lease purchase program by January 29, 2013.

#### **4.2.8 Personnel**

The vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

- 4.2.8.1** Full name.
- 4.2.8.2** Education.
- 4.2.8.3** Years of experience and employment history particularly as it relates to the scope of services specified herein.

#### **4.2.9 Terminations, Litigation, Debarment**

The vendor must provide the following information:

- 4.2.9.1** During the last five (5) years, has the vendor had a contract for products or services terminated for any reason or has the vendor received any notices of breach or default? If so, provide full details related to the termination or notice of breach/default.
- 4.2.9.2** During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to products and services performed that are similar to the products and services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor and resulting contract, if any.

**4.2.9.3** During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.

**4.2.9.4** During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the State.

#### **4.2.10 Proposal Certification**

The vendor shall sign and submit with the proposal the document included as Attachment B, in which the vendor shall certify that the contents of the proposal are true and accurate.

#### **4.2.11 Certification of Independence and No Conflict of Interest**

The vendor shall sign and submit with the proposal the document included as Attachment C, in which the vendor shall certify that it developed the proposal independently. The vendor shall also certify that no relationship exists or will exist during the contract period between the vendor and the State or any counties or local election officials that interferes with fair competition or is a conflict of interest. The Treasurer reserves the right to reject a proposal or cancel the award if, in its sole discretion, the Treasurer determines any relationship exists that could interfere with fair competition or conflict with the interests of the State or the Counties.

#### **4.2.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

The vendor shall sign and submit with the proposal the document included as Attachment D, in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Federal regulations prevent departments from letting contracts funded by federal grants or funds to vendors who have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in contracts with federal agencies.

#### **4.2.13 Authorization to Release Information**

The vendor shall sign and submit with the proposal the document included as Attachment E, in which the vendor authorizes the release of information to the State.

## **4.3 Evaluation**

### **4.3.1 Introduction**

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the State of Iowa. The evaluation process is designed to award a contract to one or more vendors with the best combination of attributes to perform the required services and not necessarily to the vendor of least cost.

The Treasurer will use an evaluation committee to review and evaluate the proposals. The committee will consider all information provided in the proposal when making its recommendation to the Treasurer and may consider relevant information from other sources.

### **4.3.2 Evaluation Process**

The evaluation process shall consist of the following steps:

#### **4.3.2.1 Step 1. Proposal Format Review.**

A member of the Treasurer's staff will review proposals to assess and verify compliance with the requirements of this RFP. The Treasurer reserves the right to waive minor variances at the sole discretion of the Treasurer.

#### **4.3.2.2 Step 2. Evaluation and Recommendation.**

The evaluation committee will evaluate and score all compliant proposals that have advanced through Step 1.

#### **4.3.2.3 Step 3. Recommendation.**

The evaluation committee will make a recommendation to the Treasurer.

#### **4.3.2.4 Step 4. Decision.**

The Treasurer of State will make a final decision based on the evaluation committee's recommendation. The Treasurer of State is not bound by the recommendation and may select a vendor that was not recommended by the evaluation committee, or he may reject all vendors.

## CONTRACT TERMS AND CONDITIONS

### 5.1 Contract Terms and Conditions

Equipment and personal property will be financed pursuant to a master lease purchase agreement between the successful vendor and the State (acting by and through the Treasurer). The form of such agreement is attached hereto as Appendix A. The Treasurer expects that energy conservation improvements will be financed either pursuant to: (i) a master lease purchase agreement (Appendix A) between the successful vendor and the State, or (ii) a lease purchase agreement between the successful vendor and the State with terms and conditions substantially similar to those contained in Appendix A, but with such modifications as may be necessary to suit the transaction(s) contemplated by the parties and as may be acceptable to the Treasurer. The Treasurer further expects that real property will be financed pursuant to a lease purchase agreement between the successful vendor and the State with terms and conditions substantially similar to those contained in Appendix A, but with such modifications as may be necessary to suit the transaction(s) contemplated by the parties and as may be acceptable to the Treasurer. The terms, conditions, specifications and requirements of this RFP will be incorporated by reference into any and all agreement(s) with the successful vendor(s), along with any other terms deemed necessary or desirable by the Treasurer.

The contract terms and conditions contained in Appendix A are not intended to be a complete listing of all contract terms and conditions but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract(s). All costs associated with complying with these requirements should be included in any pricing quoted by the vendor.

**By submitting a proposal, each vendor acknowledges its acceptance of the terms, conditions, specifications and requirements contained in this RFP, including those contained in Appendix A, without change except as otherwise expressly stated in its proposal. If a vendor takes exception to any term, condition, specification, requirement or other provision of this RFP (including Appendix A), it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision. Exceptions that materially change the terms, conditions, specifications, or requirements of the RFP (including Appendix A) may be deemed non-responsive by the Treasurer, as determined in its sole discretion, resulting in possible disqualification of the vendor's proposal. A vendor's failure to state an exception to any term, condition, specification, requirement or other provision of this RFP (including Appendix A) and propose alternative language may be deemed by the Treasurer to constitute vendor's acceptance thereof. The Treasurer reserves the right to refuse to enter into a contract with the successful vendor for any reason, even after delivery of notice of selection or intent to award a contract. The Treasurer further reserves the right to negotiate contract terms with the successful vendor(s).**

## **5.2 Duration**

The Treasurer currently anticipates that the duration of any lease purchase arrangement will be for an initial period of four (4) years from the effective date of any contract(s) with the successful vendor(s). The Treasurer will have the sole option to extend the successful vendor's obligations under such arrangement at no additional cost for up to two additional one-year periods following expiration of the initial four-year period by providing the vendor with written notice. All terms and conditions of the financing arrangement shall continue to apply to all leases and financings occurring during any extensions beyond the initial four-year period. The Treasurer reserves the right to alter the duration of any lease purchase arrangement.

**Attachment A**

**Treasurer's Lease Purchase Program**

**Cover Page**

Vendor: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Vendor's Complete Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Manager's Name and Title: \_\_\_\_\_

Project Manager's Email: \_\_\_\_\_

Project Manager's Telephone: \_\_\_\_\_

Name of Proposal: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B**

Date

Jina Bresson, RFP Coordinator  
Iowa Treasurer of State  
State Capitol Building, Room 114  
1007 E. Grand Avenue  
Des Moines, Iowa 50319  
Phone: 515-281-8478  
Fax: 515-281-7562

Re: Request for Proposal  
Treasurer's Lease Purchase Program  
PROPOSAL CERTIFICATION

Dear Ms. Bresson:

I certify that the contents of the proposal submitted on behalf of **[Name of Vendor]** in response to the RFP for the Treasurer's Lease Purchase Program are true and accurate. I also certify that **[Name of Vendor]** has not made any knowingly false statements in its proposal.

Sincerely,

---

Name and Title



## Attachment C

Date

Jina Bresson, RFP Coordinator  
Iowa Treasurer of State  
State Capitol Building  
1007 E. Grand Avenue, Room 114  
Des Moines, Iowa 50319  
Phone: 515-281-8478  
Fax: 515-281-7562

Re: Request for Proposal  
Treasurer's Lease Purchase Program  
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Ms. Bresson:

By submitting a proposal in response to the RFP for the Treasurer's Lease Purchase Program, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by **[Name of Vendor]** to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between **[Name of Vendor]** and the State that interferes with fair competition or as a conflict of interest.

Sincerely,

---

Name and Title

## Attachment D

Date

Jina Bresson, RFP Coordinator  
Iowa Treasurer of State  
State Capitol Building, Room 114  
1007 E. Grand Avenue  
Des Moines, Iowa 50319  
Phone: 515-281-8478  
Fax: 515-281-7562

Re: Request for Proposal  
Treasurer's Lease Purchase Program  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ELIGIBILITY, AND  
VOLUNTARY EXCLUSION

Dear Ms. Bresson

By submitting a proposal in response to the RFP for the Treasurer's Lease Purchase Program, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, **[Name of Vendor]** and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.

2. This certification is a material representation of fact upon which the Treasurer has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Treasurer may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

---

Name and Title

## Attachment E

Date

Jina Bresson, RFP Coordinator  
Iowa Treasurer of State  
State Capitol Building, Room 114  
1007 E. Grand Avenue  
Des Moines, Iowa 50319  
Phone: 515-281-8478  
Fax: 515-281-7562

Re: Request for Proposal  
Treasurer's Lease Purchase Program  
AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Bresson

**[Name of Vendor]** hereby authorizes the Treasurer to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful vendor in response to the RFP for the Treasurer's Lease Purchase Program.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the State of Iowa, the Treasurer of the State of Iowa, and, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the State in the evaluation and selection of a successful vendor in response to the RFP for the Treasurer's Lease Purchase Program.

The vendor authorizes representatives of the Treasurer to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to the RFP for the Treasurer's Lease Purchase Program.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned.

The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all

claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Treasurer in the evaluation and selection of a successful vendor in response to the RFP for the Treasurer's Lease Purchase Program.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

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Printed Name of Vendor Organization

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Name and Title of Authorized Representative Date